

TFC Contract No. 18-129-000
Doucet & Associates, Inc.
Assignment No. 1
Project No. 20-020-3409

**INDEFINITE DELIVERY INDEFINITE QUANTITY
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
DOUCET & ASSOCIATES, INC.**

TFC CONTRACT NO. 18-129-000

ASSIGNMENT NO. 1

THIS INDEFINITE DELIVERY INDEFINITE QUANTITY ASSIGNMENT NO. 1

(hereinafter referred to as "Assignment No. 1" or "Assignment") is entered into by and between the Texas Facilities Commission, located at 1711 San Jacinto Boulevard, Austin, Texas 78701 (hereinafter referred to as "TFC") and Doucet & Associates, Inc., located at 7401B Highway 71 West, #160, Austin, Texas 78735 (hereinafter referred to as "PSP") (TFC and PSP are hereinafter referred to individually as a "Party" or collectively as "Parties"), to be subject to the terms and conditions that follow:

DESCRIPTION OF PROJECT: The project for which PSP agrees to provide Professional Services is generally described as providing engineering consulting services to design, permit and construct a para-transit public transportation stop adjacent to the Capitol Grounds in the 200 block of West 14th Street. Services shall include, but are not limited to: (i) professional design services; (ii) document services; (iii) bidding support services; (iv) construction phase administration services; and (iv) coordination with the City of Austin for necessary permits to support the project (hereinafter referred to as the "Project"), as further depicted in "Exhibit A-1," PSP's IDIQ Assignment No. 1 Proposal No. P2087-001-01 dated January 20, 2020, Revision 1 February 20, 2020, attached hereto and incorporated herein for all purposes and consisting of six (6) pages.

DURATION OF ASSIGNMENT: The scope of services of this Assignment No. 1 shall be completed no later than August 31, 2024, unless terminated earlier as provided in Section 3.2 of the Agreement. The schedule is subject to adjustments for possible time extension; however, any extension of time must be approved by the TFC and shall require an amendment to Assignment No. 1.

SPECIAL TERMS AND CONDITIONS OF ASSIGNMENT: Terms and conditions shall be in accordance with the Agreement, any Special Conditions, and with this Assignment No. 1.

SUB-CONTRACTORS TO BE UTILIZED FOR PROJECT: PSP shall perform the services under this Assignment No. 1 with its own forces unless otherwise specified. If the scope of services is less than \$100,000.00, a HUB Subcontracting Plan (HSP) is not required. If the scope of services will exceed \$100,000.00, PSP shall submit an HSP for approval pursuant to Section 11.2 of the Agreement.

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FEE FOR BASIC SERVICES: Fee for the services set forth in this Assignment No. 1 shall not exceed the sum of Forty-Three Thousand Seven Hundred Seventy-Five and No/100 Dollars (\$43,775.00). No more frequently than once per month, PSP shall submit a Pay Application to TFC for services performed and reasonable and necessary costs and expenses incurred through the last day of the previous month. Any reimbursable expenses, if allowed, shall be in accordance with Section 4.6 of the Agreement.

IDENTIFICATION OF PSP PROJECT MANAGER AND ALL SUBCONTRACTOR:

For this Assignment No. 1, PSP shall identify the Project Manager, PSP's employees and all subcontractors assigned to this project on the List of Project Manager and Subcontractors (hereinafter referred to as the "List"), attached hereto and incorporated herein for all purposes as "Exhibit B-1."

TFC reserves the right to approve the appointment of the PSP Project Manager and to demand that the Project Manager, and any of PSP's employees or subcontractors, be removed and replaced if, in the sole opinion of TFC, their performance on this project or any other projects, is and/or was inadequate or their continued involvement with the Project is, will, or has become detrimental to the timely and successful completion of the project.

The Project Manager and Subcontractors identified in the List shall not be replaced by PSP, nor shall any other subcontractors be engaged by PSP, unless prior written consent is obtained from TFC, which consent shall not be unreasonably withheld, conditioned, or delayed.

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ENTIRE AGREEMENT AND MODIFICATION: The Agreement and this Assignment and their integrated attachment(s) constitute the entire agreement of the Parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Assignment specifically displays a mutual intent to amend a particular part of this Assignment, general conflicts in language between any such attachment and this Assignment shall be construed consistently with the terms of this Assignment. Unless otherwise expressly authorized by the terms of this Assignment, no modification, renewal, extension, or amendment to this Assignment shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

This Assignment shall be effective as of the date of the last Party to sign.

TEXAS FACILITIES COMMISSION

DocuSigned by:
By: Mike Novak
B1C9FC0A8020417...

Mike Novak

Executive Director

Date of execution: 02/24/2020 | 2:29 PM CST

GC CR

Dir mw

DED h

DOUCET & ASSOCIATES, INC.

DocuSigned by:
By: Amy Doucet
6A30415953094B2...

Amy Doucet

President

Date of execution: 02/24/2020 | 2:22 PM CST

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EXHIBIT A-1

**PSP'S IDIQ ASSIGNMENT NO. 1 PROPOSAL NO. P2087-001-01
DATED JANUARY 20, 2020, REVISION 1 FEBRUARY 17, 2020**

TFC Contract No. 18-129-000

Exhibit A-1

Assignment No. 1



7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601

Doucetengineers.com

January 20, 2020

February 17, 2020 (Revision 1)

Mr. John Raff, PE
Deputy Executive Director
Facilities Design & Construction
Texas Facilities Commission
1711 Sn Jacinto Blvd.
Austin, Texas 78701

**RE: Public Para-Transit Stop
14th Street and Colorado Street
Civil Engineering Services Proposal
Preliminary Engineering thru Construction Administration
P2087-001-01**

Dear Mr. Raff:

Doucet and Associates (D&A) is pleased to have the opportunity to offer our engineering consulting services to the Texas Facilities Commission on the referenced project.

PROJECT DESCRIPTION

The Texas Facilities Commission (TFC) has been assigned to construct a para-transit public transportation stop near the State Capitol, near the 14th and Colorado Street intersection. These improvements are anticipated to include an ADA compliant street crossing on Colorado Street, a sheltered bus stop (similar to those used by Capitol Metro), and verification of an existing ADA compliant walkway to an entrance of the State Capitol grounds and building. D&A anticipates providing the following services:

SCOPE OF SERVICES

Schematic (30%) Design

1. Attend kick off meeting with the Texas Facilities Commission to confirm proposed improvements.
2. Perform field reconnaissance to verify existing conditions and proposed route verification to State Capitol
3. Prepare aerial exhibit to show boundary of proposed work and route to State Capitol. Exhibit to include concept layout of transit stop using Capital Metro guidance templates used on other bus stops.
4. Acquire on-the-ground survey at street intersection, transit stop area, and along pathway to the Capitol.
5. Provide concept layout and survey to TFC for review and comment.

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.



6. Submit concept layout to the City of Austin General Permit Program (GPP) for preliminary information exchange and to notify them of the proposed project. Request receipt of any preliminary comments or issues associated with implementing the project.
7. Attend one progress meeting with TFC project manager.

90% Design

8. Upon receipt of TFC approval of the 30% plans, commence design plan preparation. Prepare 90% design plans which are anticipate including:
 - Cover sheet with signature blocks (using General Permit Program format from the City of Austin)
 - General Construction Notes with construction sequence
 - Erosion Control and Tree Protection Plan
 - Traffic Control Plan for vehicular and pedestrian traffic (assuming no street closures or detours)
 - Dimensioned Site Layout Plan showing transit stop, crossing, and other walkway improvement areas
 - ADA street crossing (spot elevations at ramps and walkways), walkway, and signage plan
 - General and Special (shelter type based on Cap Metro template) construction details
9. Prepare quantity takeoff and engineer's opinion of probable construction cost.
10. Submit 90% plans to TFC for review and comment.
11. Attend up to two (2) review meetings with TFC and receive comments
12. Address TFC comments.
13. Prepare General Permit application and submit plans and supporting documentation for General Permit application.
14. Address City comments and process toward permit approval.

100% Design

15. Upon approval from TFC, prepare project manual for construction bidding. D&A assumes TFC has standard bid package documents and TFC will take the lead in preparing and compiling the bid documents. D&A's role in the preparation of the project manual will be to provide a project description, identify trade interests, and provide a quantity takeoff bid form if the project is bid under unit pricing instead of a lump sum bid.
16. Submit 100% plans and project manual to TFC for final review and bidding.

Bid Phase

17. Attend pre-bid meeting.
18. Answer questions from potential bidders. Issue addenda (if needed) to clarify the Project bid documents.



Construction Phase

D&A will provide construction phase general representation services for the civil project improvements. D&A will endeavor to protect the TFC in providing these services; however, it is understood that D&A does not guarantee the Contractor's performance, nor is D&A responsible for supervision of the Contractor's operation and employees. D&A shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor, or the work of any subcontractor. D&A shall not be responsible for the acts or omissions of any person (except its own employees or its own agents) at the project site or otherwise performing any of the associated work. D&A's anticipated scope of construction phase related services are below. The effort assumed with each task assumes the construction phase (from Notice to Proceed to final construction close out) will take no longer than four (4) months.

19. D&A will attend one pre-construction meeting with the TFC Project Manager and Contractor.
20. D&A will review and respond to Contractor Requests for information (RFIs), submittals, modification requests, shop drawings, pay applications, and Contractor Change Order requests. D&A will help interpret the intent of the Construction Documents (CDs) on behalf of the TFC and overall project team should questions arise.
21. D&A will attend project progress meetings with the Contractor and TFC PM. Up to three (3) progress meetings have been budgeted. D&A assumes the TFC Project Manager will be responsible for documenting the discussion topics of the meetings as needed.
22. D&A will perform periodic site construction observations and take construction progress photographs to generally depict the status of construction. To the extent feasible, these will coincide with project progress meetings held in the field.
23. D&A will perform a final walk through of the site and prepare an engineer's punch list of outstanding items noted.
24. D&A will prepare an Engineer's project concurrence letter stating the project has been constructed in general conformance with the approved construction plans and noting exceptions.
25. D&A will prepare as-built drawings based on our site observations, RFI's, and contractor as-built mark-ups. D&A will provide an electronic and hard copy of the civil plan set representing as-built conditions for TFC record purposes. This service does not include surveying and engineering work to depict as-built conditions more precise than quality Level D subsurface utility information beyond what the contractor provides in their mark-ups.
26. D&A will help prepare standard City close out documents for improvements within City right-of-way including the Project Construction Summary, final cost and quantities (based on contractor pay apps and contractor supplied information), submit and process these items with the as-built plans and concurrence letter through the City construction inspection department to close out the project.



ENGINEERING COMPENSATION

A detailed labor hour breakdown of D&A's effort for the 30/90/100 % Design Phase, permitting, bid and construction phase is attached. D&A does not anticipate the need for sub-consultant participation as the only engineering specialties are general civil and surveying. As such, specialties such as geotechnical, environmental, sub-surface utility investigation, and structural engineering services are not included. D&A proposes to perform the above-referenced services based on a lump sum amount of **\$43,775.00**. The following presents the compensation summary:

	Fee
Doucet & Associates (surveying)	\$ 4,000.00
Doucet & Associates (civil engineering)	\$ 39,275.00
Doucet & Associates (expenses)	\$ 500.00
TOTAL LUMP SUM AMOUNT	\$ 43,775.00

SCHEDULE

Upon receiving Notice to Proceed authorization from TFC, D&A proposes to commence work immediately and anticipates completing the 30% Design Task Phase in one (1) month. TFC or City review of interim products or final deliverables is not accounted for in this time duration. Upon receiving comments from TFC, D&A anticipates responding to review comments within two weeks.

Upon receiving TFC authorization to proceed with 90% design plans, D&A anticipates completing the 90% design plans in two (2) months. D&A will then proceed to prepare the General Permit Program submittal package and anticipates submitting the application within one (1) month of receipt of TFC review comments.

It is anticipated that the General Permit review process will take approximately 4 months to acquire assuming no easements or license agreements are required. The completion of the 100% design plans will be concurrent with processing the General Permit application.

Upon issuance of the General Permit, D&A will provide the 100% approved design plans to TFC for bidding.

SPECIAL CONDITIONS

1. D&A will not be responsible for delays caused by gaining rights of entry for surveying and field reconnaissance work, City and/or TFC reviews, acquisition of easements or license agreements.
2. Property Title research is not included in this scope of work.
3. Preparation of temporary and permanent easement dedication documents (field notes and sketches), or preparation of license agreements are not included in this civil engineering scope of work.
4. D&A assumes that the project can be permitted for construction through the City's General Permit Program. Should the City decide this project need to be processed through a Site Development Permit Application, or should other jurisdictional agencies require review or permitting, D&A will submit an addendum to cover these unanticipated permitting requirements.



5. As utilities are not proposed, D&A assumes coordination and processing with the City's Austin Utility Location Coordination Committee (AULCC) is not required.
6. Possible miscellaneous improvements such as street lighting, landscaping, and electrical signage boards are not included in this scope of work.
7. The anticipated cost of printing coordination sets, permit review sets, bid sets and a record mylar set is included in the reimbursable expense budget services. Outside services shall be compensated for at cost. In-house plan reproduction for 24" x 36" sheet shall be billed at \$0.50 per square foot.
8. Jurisdictional fees for review, permitting, inspection, license fees, etc., are the responsibility of TFC.
9. D&A assumes the TFC will be solely responsible for all public relation efforts associated with this project.
10. D&A assumes all work can be accomplished within existing public right-of-way, public land, and existing public easements such that landowner coordination will not be required.

Thank you for the opportunity to offer our civil engineering services on this Texas Facility Commission project. If you have any questions or would like to discuss further, please do not hesitate to call us. We look forward to working with you on this project.

Sincerely,

DOUCET & ASSOCIATES, INC.

Tom Curran, P.E.
Senior Project Manager

ATTACHMENT

DOUCET & ASSOCIATES, INC.
Manhours Breakdown and Direct Labor

Public Para-Transit Stop at 14th Street and Colorado Street
Civil Engineering Services Proposal for Preliminary Engineering thru Construction Administration

Tasks	Principal Engineer (\$240.00/Hr.)	Project Manager (\$220.00/Hr.)	Professional Engineer III (\$160.00/Hr.)	Engineer Associates II (\$125.00/Hr.)	Sr. Civil Technician (\$135.00/Hr.)	Civil Technician (\$120.00/Hr.)	Sr. Operations Assistant (\$90.00/Hr.)	Task Budget
30% Design Phase								
1. Attend Project Kick-off Meeting		3						\$ 660.00
2. Perform Field Reconnaissance		2		3				\$ 815.00
3. Prepare Aerial Exhibit for LOC		1		2		2		\$ 710.00
4. On the ground Survey (one day field, two day office)								\$ 4,000.00
5. Schematic Layout Plan		1		4	1	8		\$ 1,815.00
6. Submit preliminary plan to GPP for comment		2		1				\$ 565.00
7. Attend One Progress Mtg.		3						\$ 660.00
90% Design Phase								
8. Prepare 90% Design Plans								\$ -
- Cover Sheet		0.5		2		3		\$ 720.00
- General Construction Notes		0.5		2		2		\$ 600.00
- Erosion Control and Tree Protection		0.5		1		4		\$ 715.00
- Traffic Control Plan		2		6	2	16		\$ 3,380.00
- Dimensioned Site Layout Plan		2		8	4	16		\$ 3,900.00
- ADA street crossing and Layout Plan		2		3	4	12		\$ 2,795.00
- General Construction Details		0.5		4		4		\$ 1,090.00
9. Quantity takeoff and EOC		0.5		4		4		\$ 1,090.00
10. Submit 90% Plans to TFC		1		1		2		\$ 585.00
11. Attend two TFC review meetings		4		2		1		\$ 1,250.00
12. Address TFC comments		2		4	2	6		\$ 1,930.00
13. Prepare GPP Application and submit		2		4	1	2	6	\$ 1,855.00
14. Address GPP Comments toward permit approval		1		3		4	8	\$ 1,795.00
								\$ -
100% Design Phase								
15. Assist preparation of Project Manual		2		4		1	3	\$ 1,330.00
16. Submit 100% Bid Documents		2		4			3	\$ 1,210.00
								\$ -
Bid Phase								
17. Attend Pre-bid meeting		3				2		\$ 900.00
18. Respond to questions and issue addenda		1		3		2		\$ 835.00
Construction Phase								
19. Attend Pre-con meeting		2		2				\$ 690.00
20. Review RFIs, submittals, pay apps, etc		2		8	1	4		\$ 2,055.00
21. Attend Progress meetings (3)		1		6				\$ 970.00
22. Periodic Site Construction Observation		1		6			1	\$ 1,060.00
23. Final walk and punch list		1		3				\$ 595.00
24. Engineer's Concurrence Ltr		1		2				\$ 470.00
25. Prepare As-built plans		1		1	1	8		\$ 1,440.00
26. Prepare Close Out Documents		0.5		4			2	\$ 790.00
Subtotal	0	48	0	97	16	103	23	\$ 43,275.00
								Non-labor services: printing, courier, etc. \$ 500.00
								GRAND TOTAL \$ 43,775.00

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EXHIBIT B-1

LIST OF PSP'S PROJECT MANAGER AND SUBCONTRACTORS

**LIST OF PSP PROJECT MANAGER
AND**

SUBCONTRACTORS

(Name, Company Name, Address & Contact Person (Project Manager))

A.		
B. PSP Project Manager:		Tom Curran _____ (Name) Doucet and Associates _____ (Company) 7401 B Highway 71 West Ste 160 Austin, TX 78735 (Address) 512-583-2623 _____ (Cell #) tcurran@doucetengineers.com _____ (Email)
C. Subcontractors:		
	1.	_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)
	2.	_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)
	3.	_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)
	4.	_____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)